

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

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## HOLIDAY PROVISIONS

FOR

**TEAMSTER**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,  
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE, YOLO, AND YUBA COUNTIES

23-261-1

2006-2010  
TEAMSTERS  
MASTER LABOR AGREEMENT

THIS AGREEMENT made and entered into this 15th day of June 2006, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee".

WITNESSETH

**SECTION 1  
GENERAL PROVISIONS**

**1 (A) Definitions**

- (1) **Association:** The term "Association" means Associated General Contractors of California, Inc.
- (2) The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list individual employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.
- (3) **Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 137, 150, 287, 315, 386, 431, 439, 490, 533, 624, 853, 890, 912, 948.
- (4) **Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.
- (5) **Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.
- (6) Any reference to one gender in this Agreement shall also mean reference to the other gender.

- (2) All work performed by an Employee before or after the regularly established starting and quitting time for his shift shall be compensated for at one and one-half (1-1/2) times the regular straight time rate. Such compensation shall be in addition to compensation required by Section 5(H).
- (3) The overtime rate shall be time and one-half (1-1/2) an Employee's regular straight time rate except on Sunday and holidays when it shall be double an Employee's regular straight time.

#### **5 (G) HOLIDAYS**

The appropriate overtime rate shall be paid for all work performed on Saturdays and Sundays and Holidays, New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, day after Thanksgiving and Christmas Day. All overtime shall be reckoned by the hour and the half hour.

#### **5 (H) SHOW-UP TIME**

An Employee, regular or extra, if put to work during his regular shift shall be paid no less than four (4) hours pay, if working beyond four (4) hours shall be paid no less than six (6) hours pay, and if working beyond six (6) hours shall be paid no less than eight (8) hours pay. This provision shall apply to work on Saturdays, Sundays, and holidays, as well as to work on regular work days.

An Employee shall be notified at the end of his shift if he is not required to work the following day. In the event an Employee is not so notified and reports for work, but is not given any work he shall be paid for two (2) hours for such loss of time. In the event of inclement weather or breakdown of equipment, the Employer, unless a lesser period is agreed to by the Union, may give said notice by a mutually agreed upon method not less than two (2) hours prior to an Employee's regular starting time.

Payment shall be made at the appropriate straight or overtime rate applicable to the Employee at the time in question. An Employee shall keep his Employer informed at all times of his correct address and telephone number.

Any Employee who is laid off or discharged and is required to return for his paycheck shall receive two (2) hours pay in addition to the wages otherwise due him.

#### **5 (I) LUNCH PERIOD**

An Employee shall be granted a lunch period of one-half (1/2) hour or one (1) hour during the period starting one-half (1/2) hour before the mid-point of the shift and ending one-half (1/2) hour after the mid-point of the shift.

Whenever an Employee is not granted a lunch period within the time prescribed above, he shall be paid one-half (1/2) hour or one (1) hour at the overtime rate of pay for the lunch period. Such penalty shall be separate and distinct from any overtime payment.